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PUBLIC EMPLOYMENT
RELATIONS BOARD

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CHARLES CITY COMMUNITY SCHOOL DISTRICT

AND THE

CHARLES CITY COMMUNITY EDUCATION ASSOCIATION

2006 - 2007

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AGREEMENT

This AGREEMENT made and entered into at Charles City, Floyd County, Iowa, by and between CHARLES CITY COMMUNITY SCHOOL DISTRICT and CHARLES CITY COMMUNITY EDUCATION ASSOCIATION, as follows:

ARTICLE 1 - DEFINITIONS AND RECOGNITION

SECTION

1.1 DEFINITIONS

As used in this agreement:

1. "Employer" or "Board" means the Board of Education of the Charles City Community School District, or its duly authorized representative.
2. "Association" means the Charles City Community Education Association or its duly authorized representatives or agent.
3. "Employee" means the professional employees included in the bargaining unit described in Section 1.2.
4. "District" means the Charles City Community School District.
5. "Superintendent" means the Superintendent or his designee.
6. "Principal" means the Principal and, in his absence, the Acting Principal designated by the Superintendent. See Section 8.3 for another definition of "Principal".
7. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
8. The word "may" confers a power and is permissive and discretionary. The word "shall" imposes a duty and is mandatory.
9. "Seniority" means an employee's length of continuous service with the employer since such employee's last date of hire. The date of hire is established as the date said employee reports for work. An approved leave of absence or layoff due to staff reduction does not constitute a break in service. In the event the seniority of two or more employees is equal, the employee with the greater total years of teaching experience outside the district will be considered to have greater seniority. In the event both of the above are still equal, the employee with the most college credits earned in his/her field beyond the B.A. degree will be considered to have greater seniority. An employee

accrues seniority in any subject area (as defined in Article 12.2) the employee previously worked or presently works in. If an employee moves to another department either voluntarily, involuntarily, or partially; the employee continues to accrue seniority in the original department and begins to accrue in the new department from zero. Provisions of this seniority definition will be effective for all employees who have been involuntarily transferred prior to the 1986-87 school year.

10. "Full-time employee" means an employee who is regularly scheduled to work not less than twenty (20) hours per week.

1.2 RECOGNITION AND BARGAINING UNIT

1. The Board hereby recognizes the Association (an affiliate of the Iowa State Education Association and the National Education Association) as the certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 63) issued by the PERB on the 9th day of July, 1975.

2. The unit described in the above certification is as follows:

INCLUDED: Professional employees, including classroom teachers, guidance director and counselors, librarians, team or unit leaders and department heads or chairman, nurses and technology director.

EXCLUDED: Superintendent, principals, assistant principals, High School activities director and Middle School activities director.

ARTICLE 2 - DUES DEDUCTION - OTHER DEDUCTIONS

SECTION

2.1 DUES DEDUCTION

1. Employees who are members of the Association may sign and deliver to the Superintendent a written assignment authorizing payroll deductions for professional dues. "Dues" shall mean the regular dues of the Association only and shall not include initiation fees, special assessments, back dues, fines or similar items. The form of assignment is hereto attached and by this reference made a part hereof. It will be the responsibility of the Association to provide such forms to its members.

2. Pursuant to such authorization, there shall be deducted one-tenth (1/10) of such annual dues from the employee's regular salary check each month for ten (10) consecutive months beginning with the September check and ending with the June check of each fiscal year, which is from July 1st of each calendar year through June 30th of the next calendar year. Such authorization shall continue in effect unless revoked in writing by not less than thirty (30) days notice to the Superintendent. The deduction will commence and become effective for the pay period immediately following the receipt of such assignment, provided, such assignment is received by the Superintendent at least ten (10) days prior to the first pay day.

3. The Superintendent shall furnish a photo copy of any dues revocation notice to the Association with a notation as to the date of the receipt thereof.

4. Any employee who terminates employment prior to contract completion in August shall provide to said Superintendent written verification from the Association's Treasurer that dues are paid in full or that satisfactory arrangements have been made with the said Treasurer for the payment of the same. In the absence of such verification there shall be deducted from said employee's last check the balance of said annual dues that have not been previously deducted from said employee's salary.

5. Any employee who begins dues deduction after the September check shall have the total dues pro-rated on the basis of the remaining months of employment through June.

6. The Board shall cause to be transmitted to the Association's Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular pay period, together with a list of the employees for whom the deduction was made, provided, however, after the first list of such employees has been furnished to the Association, subsequent reports of such deductions to the Association will list the names of additional employees authorizing deductions, or the names of the employees who have revoked such assignment.

2.2 IDEMNIFICATION

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, litigation and all other forms of liability and all court cost, and attorney fees and other reasonable expenses, arising out of the application of the provisions of this article.

2.3 OTHER PAYROLL DEDUCTIONS

1. Upon written authorization from the employee, there shall be deducted such amounts so authorized by the employee for annuities, United Fund, and group insurance programs now in effect, under the same method and procedures as have been following in the past by the Board.

2. Upon written authorization from the employee there shall be deducted from the salary of such employee such amounts that are authorized for payment to the Iowa State Education Association Credit Union, provided, however, that not less than twenty-five (25) employees file such authorizations with the Superintendent on or before the 1st day of October that year.

3. Designation of other deductions to be made is limited to twice per year.

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

BY: _____
PLEASE PRINT LAST NAME FIRST MIDDLE INITIAL

TO: CHARLES CITY COMMUNITY SCHOOL DISTRICT, Charles City, Iowa

Effective immediately I hereby request and authorize you to deduct from my earnings the sum of \$_____ each month for ten (10) months to provide for the regular payment of the current rate of monthly Association dues established by the Charles City Community Education Association or its representative. This is an assignment to said Association of such dues deduction. This assignment is subject to revocation and termination by written notice to the employer as provided by the law of the State of Iowa.

Date: _____
Employee's Signature

Social Security #

ARTICLE 3 - HEALTH

SECTION

3.1 WELLNESS PROGRAM

Should the district choose to provide a wellness program, it shall be voluntary and at no cost to the employee. All personal information with respect to individual employees shall be handled in strictest confidence.

ARTICLE 4 - SAFETY

SECTION

4.1 REPORTING THREATS AND ASSAULTS

1. Employees who are threatened with harm are to notify their Principal or appropriate supervisor immediately.
2. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other appropriate supervisor and to the police.

4.2 USE OF REASONABLE FORCE

An employee may, within the scope of his employment, use and apply such amount of force as is reasonable, lawful and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

4.3 REASONABLE CARE

1. The Board will use reasonable and ordinary care to provide the employee with a safe place to work and safe place to work and safe equipment to work with - such equipment will be as has been provided in the past.
2. All employees shall endeavor to be alert to all practices, equipment or conditions, and to report any unsafe practices, equipment or conditions to their Principal.

4.4 BOMB SEARCH

No employee shall be required to search for a bomb.

4.5 EMERGENCY SITUATIONS

In the event of an emergency, the employee shall inform the administration.

4.6 FIRST AID

In the event that first aid must be rendered, employees shall be required to provide assistance only to their degree of competence.

ARTICLE 5 - GRIEVANCE PROCEDURE

SECTION

5.1 DEFINITIONS

1. GRIEVANCE

"A grievance is a claim made by an employee or the Association that there has been a violation of a specific provision of this agreement."

2. AGGRIEVED PERSON

An "aggrieved person" is the employee or the Association making the complaint.

3. PARTY IN INTEREST

A "party in interest" is the employee making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

5.2 PURPOSE

(a) The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Confidential means only that there will be no release to the news media.

(b) To accomplish this purpose, each grievance will state the name of the employee involved and shall contain a short concise statement of alleged facts in sufficient detail so that the employer will know the nature of the grievance.

5.3 PROCEDURE

1. TIME LIMITS

Every reasonable effort should be made to expedite the grievance procedure. The time limits specified may, however, be extended by mutual agreement.

2. YEAR-END GRIEVANCE

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time

limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 45 days thereafter.

3. IDENTIFICATION

For identification purposes each written grievance filed will be assigned a number by the Association president or his designee and the number will be placed on the grievance before it is presented at Level Two.

4. FILING OF GRIEVANCE

(a) A written grievance shall be filed within 25 school days after the date of the alleged violation as set forth in the grievance and, if not so filed, that grievance shall be void and of no force or effect and shall not be a subject or part of the grievance procedure; provided, however, any clerical mistake in the calculation of the employee's pay shall be corrected as of the date the mistake was made, subject, however, to the statute of limitations as provided by the laws of the State of Iowa.

(b) All counterparts of the grievance will be processed at all levels and one counterpart shall be retained by the grievant, one by the Association, one by the Superintendent, at the time said grievance has been processed to all levels prior to arbitration. A photo copy may be furnished to the arbitrator.

5.4 LEVELS

1. LEVEL ONE - PRINCIPAL (INFORMAL)

An employee with a grievance shall first discuss it with his principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. LEVEL TWO - PRINCIPAL (FORMAL)

If, as a result of the informal discussion with the principal at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. A grievance filed by any employee or the Association on any form different than Schedule A shall be void and it shall not be processed through the grievance procedure. The grievance form shall be available from the Association president or his designees and said form shall be made in triplicate; one copy to be filed with the appropriate principal and one copy to be filed with the Association president. If the grievance involves more than one school building, one copy shall be filed with the Superintendent and one copy with the Association President. The appropriate principal shall indicate his disposition of the grievance in writing within ten (10) school days of the presentation of the formal Grievance and shall furnish a copy thereof to the Association. If the aggrieved person or the Association is not satisfied with

the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to Level Three. If the grievance is not processed to Level Three within ten (10) school days after the written disposition is made, the grievance shall be conclusively deemed to have been satisfactorily resolved and settled.

3. LEVEL THREE - SUPERINTENDENT

The Superintendent shall meet with the aggrieved person and the Association's representative within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association and Board.

If the grievance is not processed to Level Four within forty-five (45) calendar days after the Superintendent's written disposition is made, the grievance shall be conclusively deemed to have been satisfactorily resolved and settled.

4. LEVEL FOUR - ARBITRATION

(a) No grievance shall be processed to arbitration except with the written approval of the Association.

(b) Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator. In case of failure to so agree or obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within three (3) school days upon receipt of the list. The parties shall proceed, striking alternately. The person whose name remains shall be the arbitrator.

(c) The arbitrator so selected shall hold a hearing promptly and shall issue his written decision not later than twenty (20) school days from the date of the close of such hearing; provided, however, the parties may by mutual, written agreement waive oral hearing, and in such event, the arbitrator will issue his decision not later than twenty (20) school days from the date the final statements on the issues are submitted to him by each party. Both parties shall submit their final statement to the arbitrator within five (5) school days after the date of such waiver of oral hearings, after which, both parties will have two (2) school days to file a rebuttal. A copy of all statements presented to the arbitrator will, at the same time, be furnished to the other party. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision shall be signed by the arbitrator and furnished by him to each party.

(d) The arbitrator shall be without power or authority to add to, or detract from, or to amend, modify, nullify or ignore the provisions of this agreement. His authority shall be strictly limited to deciding only the issues presented to him in the grievance and his decision shall be based solely and only upon his interpretation and construction of the meaning or the application of the express relevant language of the agreement. The arbitrator's decision shall be final and binding when rendered in accordance with the terms of this agreement.

(e) Not more than one grievance may be arbitrated at one arbitration hearing except by mutual agreement. An "arbitration hearing" shall be an occasion wherein the arbitrator shall be scheduled on a certain date to meet with the parties for the purpose of hearing one grievance which may have been properly processed to the point of arbitration pursuant to the provisions of this article. Such hearings shall be of such duration as the arbitrator shall determine is necessary for proper presentation hearing. Not more than one arbitration hearing shall be held during any ten (10) school day period.

(f) The costs for the services of the arbitrator, including reasonable expenses, and the costs of the hearing room, shall be paid equally by the Association and the Board. Any other expenses incurred shall be paid by the party incurring the same.

(g) Arbitration hearings will not be scheduled during school hours without mutual agreement of the Association and Board.

5.5 RIGHTS OF EMPLOYEES

1. EMPLOYEE AND ASSOCIATION

(a) Any aggrieved person may be represented at all stages of the grievance procedure by the grievant or by a representative selected or approved by the Association.

(b) All employees on layoff or leaves of absence shall have the right to file grievances.

2. GUARANTEED RIGHTS

The employee, the Association, and the Board and District will have all the rights guaranteed by the PERA, Chapter 20, Code of Iowa.

3. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at

Level Three. The Association may process such a grievance through all levels of the grievance procedure.

4. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file.

5. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

SCHEDULE A

NO. _____

CHARLES CITY COMMUNITY SCHOOL DISTRICT

_____ BUILDING

Distribution of Form

1. Association
2. Employee
3. Principal
4. Superintendent

Name of Aggrieved Person

_____ LEVEL TWO

A. Date of Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

E. Signature _____ Date _____
Disposition by Principal* _____

Signature _____ Date _____

REQUEST TO SUBMIT TO
LEVEL III

LEVEL THREE

A. _____
Signature of Aggrieved Person Date Received by Supt.

B. Disposition by Superintendent or Designee* _____

Signature of Supt. or Designee _____ Date _____

*If additional space is needed, attach additional sheets.

LEVEL FOUR - ARBITRATION

Arbitrator's Disposition and Award may be attached hereto.

ARTICLE 6 - WORK YEAR

SECTION

6.1 REGULAR SCHOOL YEAR

1. The regular school year for employees shall not exceed 187 workdays except that first year teachers may be required to attend an additional orientation day preceding the pre-school workshop.

2. The regular school year for employees shall consist of 180 instruction days with students in attendance, one orientation day for first year teachers, three total staff workshop days, two parent-teacher conference days, one teacher inservice day, and one teacher work check-out day at the close of the school year, except as outlined in 6.1, paragraph 4.

3. The Superintendent will receive written recommendations from the In-Service Committee regarding plans for "Improvement of Instruction" days.

4. The Superintendent will designate days for kindergarten parent-teacher conference, kindergarten round-up, and the pre-kindergarten project.

5. On the first student contact day of the school year, parent-teacher conferences may be held in each of the elementary buildings. Should the district decide to hold these conferences, the elementary employees involved shall have a workday from 11:00 a.m. – 7:00 p.m. All other employees shall have a workday as covered in Article 7, Paragraph 2.

6.2 EXTENDED CONTRACT

The Board may issue a contract in excess of the 187 days to selected employees.

6.3 NON-WORK DAYS

No employee shall be required to perform duties on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and other non-work days shown on Schedule 'G'.

6.4 SNOW, ENERGY CRISIS, AND OTHER EMERGENCY CLOSING DAYS

1. Unless ruled differently by the State Department of Education or otherwise mutually agreed upon, snow, energy crisis, or other emergency closing days

shall be made up at the end of the school year, or during spring break in accordance with the limits of paragraph 2.

2. If two or more days are missed due to snow, energy crisis or other emergencies, the superintendent must deliver written notice to the President of the Association on February 1 of the year in question stating the intention to utilize the first two days of spring break for make-up days. If less than two days have been missed by February 1, spring break will not be utilized for make-up days, and the days(s) will be made up at the end of the year.

3. When students are not present, the staff is not required to be present on the above stated days.

6.5 SCHOOL CALENDAR

The school calendar effective during this agreement shall be as set forth in Schedule 'G'. It is specifically agreed that said Schedule 'G' is attached for the convenience of the parties only and that the school calendar is not a negotiable issue between the parties and the determination of the school calendar is the prerogative of the school board except as to the specific portions thereof, that are mandatory subjects of bargaining as provided by the Public Employment Relations Act. Changes in the school calendar shall be made only after written agreement between the President of the Association and the Superintendent.

2006-2007 School Calendar Charles City Community School District

Summary of Calendar

Days in classroom:	180
Pre-School Workshop	3
Parent Teacher Conf.	2
Teacher Professional Dev.	2
Teacher Contract Days	187
Extra Professional Dev.	1
Total Calendar Days	188

Holidays:

Labor Day	(9/4)
Thanksgiving Day	(11/23)
Christmas Day	(12/25)
New Year's Day	(1/1)
Martin Luther King Jr. Day	(1/15)
President's Day	(2/19)
Easter Sunday	(4/8)
Memorial Day	(5/28)

Snow Make-Up Days will be placed at the end of the school year.

Parent Teacher Conf. Times

Elementary:	4:00-7:00
Middle School:	5:00-8:00
High School:	5:30-8:30

August					Student Days
M	T	W	R	F	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	2
28	29	30	31		6
September					
				1	7
4	5	6	7	8	11
11	12	13	14	15	16
18	19	20	21	22	21
25	26	27	28	29	26
October					
2	3	4	5	6	31
9	10	11	12	13	36
16	17	18	19	20	41
23	24	25	26	27	45
30	31				47
November					
		1	2	3	50
6	7	8	9	10	55
13	14	15	16	17	60
20	21	22	23	24	63
27	28	29	30		67
December					
				1	68
4	5	6	7	8	73
11	12	13	14	15	78
18	19	20	21	22	83
25	26	27	28	29	83
January					
1	2	3	4	5	87
8	9	10	11	12	92
15	16	17	18	19	96
22	23	24	25	26	101
29	30	31			104
February					
			1	2	106
5	6	7	8	9	111
12	13	14	15	16	116
19	20	21	22	23	121
26	27	28			124
March					
			1	2	126
5	6	7	8	9	131
12	13	14	15	16	131
19	20	21	22	23	136
26	27	28	29	30	141
April					
2	3	4	5	6	146
9	10	11	12	13	151
16	17	18	19	20	156
23	24	25	26	27	161
30					162
May					
	1	2	3	4	166
7	8	9	10	11	171
14	15	16	17	18	176
21	22	23	24	25	180
28	29	30	31		
June					
				1	

180 Instructional Days

Date Events

Aug 18	New Teacher Workshop
Aug 21-23	Teacher Workshop
Aug 24	First Day of Classes
Sept 4	Labor Day (No School)
Sept 12	Annual School Election
Sept 19	12:21 Dismissal Prof. Development
Oct 5 & 10	P-T Conferences High School
Oct 11	12:21 Dismissal Prof. Development
Oct 16 & 17	P-T Conferences Middle School
Oct 26	No Classes – Teacher Professional Development
Nov 10	End 1 st Trimester Elementary
Nov 10	12:21 Dismissal Prof. Development
Nov 16 & 21	P-T Conference Elementary
Nov 17	End 1 st Trimester Secondary
Nov 22	Early Dismissal 2:00
Nov 23-24	Thanksgiving Holiday (No School)
Dec 4	12:21 Dismissal Prof. Development
Dec 22	2:00 Dismissal – Winter Break
Dec 25	Christmas
Jan 1	New Year's Day (No School)
Jan 2	Classes Resume
Jan 8	P-T Conferences High School
Jan 15	Martin Luther King Day (No School)
	Teacher Professional Development
Jan 30	P-T Conferences Middle School
Jan 31	12:21 Dismissal Prof. Development
Feb 1	P-T Conferences Middle School
Feb 15	12:21 Dismissal Prof. Development
Feb 19	President's Day
Feb 23	End 2 nd Trimester Elem. & Sec.
Mar 1 & 6	P-T Conferences Elementary
Mar 12-16	Spring Break
Mar 29	12:21 Dismissal Prof. Development
April 6	Good Friday - 2:00 Dismissal
April 8	Easter
April 16	12:21 Dismissal Prof. Development
April 12	P-T Conferences High School
May 15	12:21 Dismissal Prof. Development
May 20	Graduation 1:30 P.M.
May 24	Last Day of Classes
May 25	Teacher In-service
May 28	Memorial Day

ARTICLE 7 - EMPLOYEE HOURS

SECTION

7.1 LENGTH OF DAY

The employee's usual workday shall consist of eight (8) hours except as otherwise provided in this Article.

7.2 ARRIVAL AND DISMISSAL TIME

1. Employees may choose any of these scheduling options:
 - a. 8:00 A.M. to 4:00 P.M.
 - b. 7:45 A.M. to 3:45 P.M.
 - c. 7:30 A.M. to 3:30 P.M.
2. In the event that it is necessary to begin a day earlier or later than the regular school day in order to accommodate student scheduling problems or school supervision needs, the administration may require an employee to change his/her work hours to one of the above scheduling options.
3. On days preceding non-work holidays, vacation periods, or Fridays, employees selecting the 8:00 A.M. to 4:00 P.M. workday will be dismissed at 3:30 P.M.; employees selecting the 7:30 A.M. to 3:30 P.M. workday may arrive at 7:45 A.M. and be dismissed at 3:16 P.M.; and employees selecting the 7:45 A.M. to 3:45 P.M. workday may be dismissed at 3:16 P.M.
4. Employees shall be dismissed fifteen (15) minutes after student dismissal on shortened school days not covered by Article 6.4 (2), but employees will remain longer if necessary for the safety of the students.
5. The above arrival and departure times may be modified as follows: On days when meetings are scheduled outside of the contract day, employees attending the entire meeting may elect to arrive at 8:00 A.M. when afternoon meetings are scheduled, and may elect to leave at 3:30 P.M. when early morning meetings are scheduled. The modified arrival and departure schedule may only be used on days of the scheduled meeting.

7.3 LEAVING THE BUILDING

Employees may leave the building during the regular workday with permission from the Principal. The Principal may determine the procedure by which he/she will grant permission to leave the building and notify the employees of the procedure at the beginning of the school year.

7.4 MEETINGS

There will be at least a twenty-four (24) hour advance notice of all meetings except in case of an emergency. A reasonable effort will be made to limit meetings to not more than one hour. Employees shall not be required to attend meetings scheduled beyond the regular workday hours on days preceding non-work holiday, vacation periods or Fridays.

7.5 LUNCH PERIOD

1. Each employee shall have a duty-free lunch period of twenty-five consecutive minutes. Employees can leave the building without requesting permission during their lunch period.

2. The exception to this provision would be when an employee is given reasonable notification to be 'on call' for duty.

3. The lunch period may be altered at the discretion of the principal to meet the needs of the District caused by a shortened school day.

7.6 BREAK TIME

Elementary teachers shall, in addition to their 25 minute duty-free lunch period, have 150 minutes during the student day per week break time, during which they shall not be assigned to any other duties.

7.7 PREPARATION TIME

Middle school and high school teachers shall, in addition to their twenty-five (25) minute duty-free lunch period, have one class period per student day for preparation time, during which they shall not be assigned to any other duties.

ARTICLE 8 - EMPLOYEE EVALUATION PROCEDURES

SECTION

8.1 EVALUATION FOR IMPROVEMENT OF INSTRUCTION

1. Within two (2) weeks after the beginning of the school year, the building principal shall acquaint each employee under such principal's supervision with the evaluation procedures, Iowa Teaching Standards and Criteria, other criteria, and the evaluation instruments to be used, and advise each employee as to the designated supervisors who will observe and evaluate the employee's performance. The principal shall at this time notify the employee of the criteria to be used for the purposes of improvement of instruction. No formal evaluation shall take place until such orientation has been completed. (Both sides agree that during one formal evaluation, the administration is not restricted to one classroom period of observation).

2. An employee reassigned after the beginning of the school year shall be notified by the appropriate supervisors of the evaluation procedures in effect. Every reasonable effort will be made for such notification to be given within two (2) weeks of the first day in the new assignment.

3. The principals, designated by the Superintendent, of an employee not assigned to a building shall be responsible for the notification and evaluation of all such employees.

4. Formal evaluation procedures shall include classroom teaching and supplemental duties that the employee is assigned to contractually. Formal evaluations shall follow 'A' below. All other evaluations shall follow 'B'.

A. Formal Evaluation Procedures

Tier I: Beginning Teachers – Defined as all teachers with an initial license or career teachers in their first year of teaching for the district.

1. Tier I teachers shall be formally and informally observed. They shall be conferenced with at least three (3) times each year. The first formal observation shall be completed by November 1st and the third formal observation shall be completed by March 31. A summative evaluation of the first year employee shall be completed by April 15. In addition, for teachers in their second year of teaching, by April 15 the evaluator shall complete a Comprehensive Evaluation and meet with the teacher to discuss the evaluation. A third year Tier I teacher will be evaluated using the same procedures used to evaluate second year teachers in Tier I. There shall be at least a fifteen (15) work day period between each evaluation unless otherwise requested by the employee. The exception to this deadline would be an employee whose contractual duties commence after the close of the first trimester. In that event, all provisions above will

apply except that the post observation conference will take place at least within twenty (20) days after conclusion of the duty.

2. Each formal observation shall consist of a pre-observation conference at least two (2) days prior to the commencement of the observation process (unless otherwise agreed by the employee and evaluator), the observation of at least a complete class period or major portion thereof, a written observation summary and a post-observation conference.

3. The principal and the employee shall retain a copy of the written observation summary with signatures affixed to indicate completion of that observation. An employee who disagrees with the written observation summary may put his/her objections in writing within ten (10) days and have them attached to the report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of content.

4. A comprehensive evaluation will be completed during the second year of employment. An employee who disagrees with the comprehensive evaluation may put his/her objections in writing within ten (10) days and have them attached to the report to be placed in his/her personnel file. The comprehensive evaluation is not subject to grievance procedures.

5. Supplemental duty assignments will be evaluated at least once every three years with post observation conference taking place within thirty (30) school days after the completion of the season.

Tier II: Teachers who are not in either Tier I or Tier III.

1. A teacher who is third year probationary may be evaluated using the same procedures as in Tier I.

2. Employees in Tier II, will be formally evaluated a minimum of once every three (3) years. Additional formal evaluation may be scheduled. Informal observations may also occur as part of the evaluation. During year one of the evaluation cycle, each teacher shall create an Individual Career Development Plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's Comprehensive School Improvement Plan. During the first two years of the evaluation cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on their Individual Career Development Plan. In year three of the evaluation cycle, career teachers shall be involved in a Performance Review. By April 15, the evaluator shall complete a Performance Review and meet with the teacher to discuss the review. The exception to this deadline would be an employee whose contractual duties commence after the close of the first trimester. In that event, all

provisions above will apply except that the post observation conference will take place at least within twenty (20) days after conclusion of the duty.

3. Each formal observation shall consist of a pre-observation conference at least two (2) days prior to the commencement of the observation process (unless otherwise agreed by the employee and evaluator), the observation of at least a complete class period or major portion thereof, the written evaluation and a post-observation conference.

4. The evaluator's written observation comments shall be reviewed at the post-conference. As part of the post-conference, the evaluator shall identify the standards and criteria in which the teacher has failed to demonstrate competence. By March 31, the evaluator shall complete the written Performance review and meet with the teacher to discuss the review.

5. The principal and the employee shall retain a copy of the performance review with signatures affixed to indicate completion of the process. An employee who disagrees with the performance review may put his/her objections in writing within ten (10) days and have them attached to the performance review to be placed in his/her personnel file

6. Supplemental duty assignments will be evaluated at least once every three years.

7. During each school year involving an individual career development plan, the career teacher shall submit an individual or group career development plan by September 30. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 10 school days of its submission. Modification of the plan can be made at any time by mutual agreement. The annual review of the individual career development plan shall occur prior to April 15.

B. Other Evaluation Procedures

Should the school administration reach evaluative conclusions concerning the performance, capability, or behavior of an employee by means or methods other than those set out in Section 'A' of this Article, the following procedures will apply:

1. A copy of any such evaluation which is to be included in the employee's personnel file shall be given to the employee before the time of filing.

2. This copy shall cite the instance(s) or observation(s) upon which the evaluation is based, the nature and extent of any other administrator's investigation and the criteria upon which the evaluation is based.

3. If the employee feels the evaluation is incomplete, inaccurate, or unjust, he/she may request a conference with the school administration to discuss the evaluation and such a conference will be granted within five (5) school days following the receipt of the employee's written request for the conference. The employee may, at his/her option, be accompanied by the Association representative at the conference.

4. The principal and the employee shall retain a copy of the observation report with signature affixed to indicate completion of the process. An employee who disagrees with the report may put his/her objections in writing within ten (10) school days of receipt of the observation report and have them attached to the report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of content.

C. Right to Grieve

The employee has the right to grieve evaluation procedures in this agreement, except for probation teachers and Tier III teachers.

ARTICLE 9 - VOLUNTARY TRANSFERS

SECTION

9.1 DEFINITION

The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.

9.2 NOTIFICATION OF VACANCIES

1. Date

The Superintendent shall deliver to the President of the Association and post in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. Said vacancies cannot be filled until a minimum of 5 school days during the school year and a minimum of 5 calendar days throughout the summer have elapsed.

2. Filing Requests

Employees who desire a change in the grade or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade or subject to which the employee desires to be assigned and the school to which the employee desires to be transferred, in order of preference.

9.3 CRITERIA

1. Assignment shall be based upon the qualifications of the candidate and the needs of the District.

2. If a request for voluntary transfer is denied, the employee shall be granted written reason for transfer denial if requested.

ARTICLE 10 - INVOLUNTARY TRANSFERS

SECTION

10.1 DEFINITION

The assignment of an employee to a different grade level, subject area or building shall be considered a transfer.

10.2 USE OF VOLUNTARY REQUESTS

Whenever reasonably possible, vacant positions will be filled pursuant to Article 9 - Voluntary Transfers.

10.3 NOTICE

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical or by the end of the school year. However, any employee who is subject to involuntary transfer due to vacancies occurring beyond the end of the school year shall be given reasonable notice of transfer.

10.4 PROCEDURE

1. An involuntary transfer shall be based upon the needs of the District. No such transfer shall be made arbitrarily, capriciously, or without basis in fact.

2. In instances of an involuntary transfer, the employee shall be granted written reason for the transfer if requested.

10.5 PRIORITY IN REASSIGNMENT

A list of open positions in the School District shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE 11 - WAGES AND SALARIES

SECTION

11.1 SALARY

The attached Schedule D is by this reference made a part hereof.

11.2 PLACEMENT ON SALARY SCHEDULE

1. Adjustment of Salary Schedule

(a) Employees will be placed on the proper step of the salary schedule as of the effective date of this agreement based on the present step. Any full time employee serving a full semester of any school year will be given credit for one year of service toward the next increment step for the following year.

2. Credit for Experience

(a) New employees shall be placed at the appropriate step of the Salary Schedule for previous outside experience up to a maximum of seven (7) years. Credit not to exceed two years for military experience or alternative civilian experience required by the Selective Service System and credit not to exceed three years for the appropriate business or industrial experience may be given upon initial employment.

(b) For employees hired prior to the 1988-89 school year, a maximum of 12 years credit shall be granted for previous outside experience.

3. Returning to the District

Any employee with previous teaching experience in the District may, upon returning to the system, receive full credit on the Salary Schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, up to the maximum set forth in Paragraph 11.2-2 above. An employee who has not been engaged in other teaching or other activities indicated above may, upon returning to the system, be restored to the next position on the Salary Schedule above that at which such employee left.

11.3 ADVANCEMENT ON SALARY SCHEDULE

1. Increments

An employee on the regular Salary Schedule shall be granted one increment or vertical step in the schedule for each year of service until the maximum for such employee's educational classification is reached. A year of service consists of

employment in the District for one-half of the contract days or more in one school year. Employees working less than half time can accumulate credit over a two (2) year period to meet this requirement.

2. Educational Lanes

An employee on the regular salary schedule who moved from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Hours used for advancement on the salary schedule will be in accordance with the following guidelines:

(a) Semester hours presented for advancement on the Salary Schedule must be graduate hours earned through an accredited senior college or university.

(b) Credit for advancement from one educational lane to a higher educational lane shall be granted if the semester hours earned are in the employee's teaching field or are accepted by the college or university for credit toward an advanced degree.

(c) Exceptions to the above shall be granted should the semester hours be determined by the employee's building principal to have benefit to the employee's professional competence. The building principal will recommend credit for such semester hours on the salary schedule to the Superintendent.

(d) Advancement to the MA lane shall be granted if the MA is in the employee's teaching field. An exception may be granted if prior written approval has been granted by the Superintendent. A copy of such approval shall be placed in the employee's personnel file.

3. Salary Adjustment

Employee seeking a lane advancement shall submit, on the form provided by the district, a request for lane advancement. Requests shall be submitted to the building principal no later than March 15. Suitable evidence (i.e., student grade report) of additional credits must be filed with the Superintendent by September 10 if a salary adjustment is requested. An official transcript will be filed with the Superintendent by October 10. A new contract will be issued when the transcript is filed.

11.4 METHOD OF PAYMENT

1. Pay Periods

Each employee shall be paid in twenty-six equal installments. All employees will receive their paycheck by direct deposit.

2. Exceptions

(a) When a pay date falls on or during a school holiday, or weekend, an employee shall receive such employee's pay check on the last previous working day.

(b) An employee who is new in the teaching profession may, at such employee's option, elect to receive up to twenty-five percent (25%) of the first salary installment after the completion of the first five days of employment. The balance of the first payment will be paid on the first regular payday.

3. Termination

Each terminated employee may receive all or any part of such employee's earned, contracted salary on the pay period in the month following date of termination.

4. Summer Checks

Summer checks, other than for summer school teachers, will be mailed to the address designated in writing by the employee.

11.5 EXTENDED CONTRACT RATE

The pay for an extended contract will be the per diem rate.

11.6 CAREER INCREMENT

Upon completion of the maximum experience step in the BA+24 and higher salary lanes, each employee shall receive a career increment of 3% of BA base, the third and sixth year after reaching the top of each salary lane.

11.7 PHASE II INTEGRATION

Phase II dollars were integrated into the regular salary schedule beginning with the 1995-96 school year. If the Charles City Community School District fails to receive all or part of Phase II (HF499) dollars such that financial backing for the incorporation of such monies into the salary schedule is lost or diminished, the District and Association agree to readjust the salary schedule such that the cost of the salary schedule is reduced by the same amount as the loss of Phase II dollars. Should Phase II (HF499) dollars be increased, the District and Association agree to readjust the salary schedule such that the cost of the salary schedule is increased by the same amount as the gain of Phase II dollars.

11.8 TEACHER COMPENSATION ALLOCATION

1. If the District participates in the Student Achievement and Teacher Quality Program (SF476) the following distribution method will be used:

2. The compensation to be paid to the Teacher for the 2004-05 school year will be pursuant to Iowa Code section 284.7. The amount will be calculated as follows: after beginning and career 1 teacher minimum salaries are calculated based upon the state formula and criteria, the amount paid to each remaining teacher will be determined through the current 2004-05 master contract salary index. Payment will be made to Teachers within 60 days after receiving payment from the state in equal monthly installments through the end of the fiscal year.

3. The Board and the Teacher agree that the compensation to be paid to the Teacher pursuant to Iowa Code Section 284.7 is separate and apart from and does not alter or affect in any way in accordance with the collective bargaining agreement with the Charles City Education Association.

SCHEDULE D -- PAGE 1A
CHARLES CITY COMMUNITY SCHOOLS
CHARLES CITY, IOWA

SALARY SCHEDULE 2006-07

STEP	BA	BA+12	BA+24	BA+45/MA	MA+10	MA+20	MA+30	MA+40
1	26,755	28,093	29,431	30,768	32,106	33,444	34,782	36,119
2	27,825	29,163	30,501	31,838	33,176	34,514	35,852	37,189
3	28,895	30,233	31,571	32,909	34,246	35,584	36,922	38,260
4	29,966	31,303	32,641	33,979	35,317	36,654	37,992	39,330
5	31,036	32,374	33,711	35,049	36,387	37,725	39,062	40,400
6	32,106	33,444	34,782	36,119	37,457	38,795	40,133	41,470
7	33,176	34,514	35,852	37,189	38,527	39,865	41,203	42,540
8	34,246	35,584	36,922	38,260	39,597	40,935	42,273	43,611
9	35,317	36,654	37,992	39,330	40,668	42,005	43,343	44,681
10	36,387	37,725	39,062	40,400	41,738	43,076	44,413	45,751
11	37,457	38,795	40,133	41,470	42,808	44,146	45,484	46,821
12	38,527	39,865	41,203	42,540	43,878	45,216	46,554	47,891
13	39,597	40,935	42,273	43,611	44,948	46,286	47,624	48,962
14	40,668	42,005	43,343	44,681	46,019	47,356	48,694	50,032
15			43,343	45,751	47,089	48,427	49,764	51,102
16			43,343	46,821	48,159	49,497	50,835	52,172
17			44,146	46,821	48,159	50,567	51,905	53,242
18			44,146	46,821	48,159	50,567	51,905	54,313
19			44,146	47,624	48,962	50,567	51,905	54,313
20			44,948	47,624	48,962	51,370	52,707	54,313
21				47,624	48,962	51,370	52,707	55,115
22				48,427	49,764	51,370	52,707	55,115
23						52,172	53,510	55,115
24								55,918

SCHEDULE D -- PAGE 1B
CHARLES CITY COMMUNITY SCHOOLS
CHARLES CITY, IOWA

SALARY SCHEDULE INDEX 2006-07

26,755								
STEP	BA	BA+12	BA+24	BA+45/MA	MA+10	MA+20	MA+30	MA+40
1	1.00	1.05	1.10	1.15	1.20	1.25	1.30	1.35
2	1.04	1.09	1.14	1.19	1.24	1.29	1.34	1.39
3	1.08	1.13	1.18	1.23	1.28	1.33	1.38	1.43
4	1.12	1.17	1.22	1.27	1.32	1.37	1.42	1.47
5	1.16	1.21	1.26	1.31	1.36	1.41	1.46	1.51
6	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55
7	1.24	1.29	1.34	1.39	1.44	1.49	1.54	1.59
8	1.28	1.33	1.38	1.43	1.48	1.53	1.58	1.63
9	1.32	1.37	1.42	1.47	1.52	1.57	1.62	1.67
10	1.36	1.41	1.46	1.51	1.56	1.61	1.66	1.71
11	1.40	1.45	1.50	1.55	1.60	1.65	1.70	1.75
12	1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
13	1.48	1.53	1.58	1.63	1.68	1.73	1.78	1.83
14	1.52	1.57	1.62	1.67	1.72	1.77	1.82	1.87
15			1.62	1.71	1.76	1.81	1.86	1.91
16			1.62	1.75	1.80	1.85	1.90	1.95
17			1.65	1.75	1.80	1.89	1.94	1.99
18			1.65	1.75	1.80	1.89	1.94	2.03
19			1.65	1.78	1.83	1.89	1.94	2.03
20			1.68	1.78	1.83	1.92	1.97	2.03
21				1.78	1.83	1.92	1.97	2.06
22				1.81	1.86	1.92	1.97	2.06
23						1.95	2.00	2.06
24								2.09

SCHEDULE D - Page 2

REGISTERED NURSES' SALARY

The salary for a registered nurse is 95% of BA base from Step 1 through Step 14. Travel allowance for a registered nurse shall be \$850.00 per year, payable in two equal installments, approximately January 15 and June 15.

SCHEDULE D - Page 3

ADDITIONAL LEGISLATIVE FUNDS

Method of Determination

The District agrees to revise the Salary Schedule applicable to each employee for the school year 2006-2007 in the event each and all of the following condition are present:

- 1) That additional state funds be made available to the District by the next session of the General Assembly of the State of Iowa.
- 2) That the use of such additional funds for increasing salaries is not prohibited by the General Assembly.
- 3) That these funds shall be in addition to those now anticipated to be received under the existing School Foundation Plan or that these funds will free monies in the G. F. Budget already budgeted for specific items. (e.g. IPERS Reimbursement)
- 4) That if there has been a decrease in District Revenue as shown by the comparison of the Total Regular Program District Cost of 2006-2007 with 2005-2006, the additional state funds will first be used to bring the 2006-2007 Total Regular Program District Cost up to the 2005-2006 level. (Use General Fund School Budget Aid and Levy Worksheet for 2006-2007 line 4.3).
- 5) That, after the application of 4), if needed, said additional funds must be in excess of \$15,000.00 (e.g. \$15,000.00 implies no wage distribution of funds). (\$15,001.00 implies \$15,001.00 wage distribution of funds).

The funds identified by the above procedure will be termed additional funds.

Method of Distribution

The District agrees to distribute 46.27% of the additional funds in the following manner:

- (a) If the additional funds are recurring, such funds will be added to the base and paid monthly to the employee according to the employee's position on the Salary Index Schedule.
- (b) If the additional funds are not recurring funds, such funds will not be added to the base. Employees will be paid in two (2) equal installments according to their position on the salary index schedule.

ARTICLE 12 - STAFF REDUCTION

SECTION

12.1 DECISION

1. The Board is responsible for the determination if reason for reduction of staff exists and the decision shall not be subject to the grievance procedure.
2. Procedures for reduction of staff will be subject to the grievance procedure.

12.2 MANNER

1. Reduction of staff shall be implemented system wide for classroom teachers K-6 (K-8 Title I teachers included).
2. Reduction of 7-12 staff shall be implemented by subject area. Current subject areas shall include Business Education, English, Foreign Language, Family and Consumer Sciences, Math, Voc. Ag., Science, Social Studies, Industrial Arts, Alternative High School and Computer Technology. Creation of new subject areas shall be with mutual consent of the Association and Board.
3. Reduction of staff shall be implemented system wide in the following areas: Art, Physical Education and Health, Instrumental Music, Vocal Music, Special Education (Severe and Profound), Special Education (Levels I, II, and III), Guidance, Library Science, School Nurses, Pre-school, Talented and Gifted and English Language Learner (ELL).

12.3 ORDER

1. In the event reduction in staff cannot be adequately accomplished by attrition, those with emergency or temporary certification shall be laid off first.
2. If reduction in staff cannot be adequately accomplished by #1 above, the Board shall lay off employees according to seniority with the least senior employee in the subject area to be laid off first.
3. In instances wherein the affected employees are of equal experience in the District, of equal experience in other districts, and are equally prepared, the Board shall make the necessary lay off according to the needs of the District.
4. Any employee whose position is reduced by staff reduction may return to the department where they have taught and where they continue to accrue seniority, thereby displacing the least senior person in that subject area (as defined in 12.2

above) provided the employee is qualified by DE approval and endorsement, and NCA requirements where applicable, to fill the vacant position.

5. In the event that staff reduction is necessary for elementary classroom teachers and such reduction would result in the lay off of a teacher with more seniority than an elementary TAG teacher, then the District shall exercise its rights under Article 10 Involuntary Transfers if it is possible to fill the TAG position with a qualified elementary classroom teacher with greater seniority than the TAG elementary teacher.

12.4 NOTIFICATION

1. The Board shall provide a final written notice to the employee affected by staff reduction as soon as possible, but no later than April 30th. Such notice shall include reasons for reduction of staff.

2. On or before January 1 of each year, the Board will prepare and deliver to the Association a listing of employees in each category (as defined in 12.2). The list will show the rank order of employees, applying the procedure in this Article as each may become eligible for staff reduction.

12.5 RECALL POLICY

1. If there is a vacancy in a negotiating unit position, laid off employees who were certified to perform the work in question and could meet NCA standards at the time of lay off, will be recalled in the order of the person with the most seniority being recalled first.

2. An employee shall not forfeit recall rights if the recall position is outside the employee's subject area (as defined in 12.2) at the time of lay off.

3. An employee shall not forfeit recall rights if the recall position is not equivalent in time to the position held at the time of lay off.

4. Employees on lay off will have recall rights for three (3) years.

5. An employee will have fourteen (14) days from the time of notification to accept a recall position or the right to recall is lost. The notification will be made by certified mail, return receipt requested, and addressed to the employee at the address shown on Board records.

6. It is the responsibility of the employee on lay off to keep the Superintendent notified as to the correct address.

7. A "vacancy" under this section shall be any position that involves four (4) or more hours of work each day.

ARTICLE 13 - SUPPLEMENTAL AND EXTRA DUTY

SECTION

13.1

1. The Schedule F, Pages 1 and 2, hereto attached, is by this reference made a part hereof.

2. Employees who are requested by the district to assume any positions listed in Schedule F may accept a supplemental pay position for only one year at a time.

13.2 OTHER EXTRA DUTY

1. Volunteers: If the district determines that it does not have sufficient qualified non-employees volunteers, extra duty assignments of employees will be voluntary and will be made from the list of volunteers. If the district cannot find anyone from the volunteer list to work, they will have the right to assign the duty.

2. Employees will be compensated \$20.00 per assignment for all extra duty on a regular workday and \$25.00 per event on non-regular workdays. For events that last longer than three (3) hours, the employee will be compensated at the rate of \$7.00 per hour for each additional hour or part of hour worked. Length of service at any given event will be determined by the principal or activities director.

3. Employees may choose to receive two (2) adult athletic tickets in exchange for working two (2) extra duty assignments.

4. Reimbursement for extra duty assignments will be made at least four (4) times during the school year, normally November, January, March, and June.

5. Every reasonable effort shall be made to place a reminder of such assignments in the employee's mail box twenty four (24) hours in advance.

6. A reasonable effort will be made to schedule these duty assignments and post them within twenty (20) days after the beginning of the school year. It is recognized that all such assignments may not be anticipated and, therefore, notice of other assignments not so posted will be given within a reasonable period, ten (10) days in advance, except in an emergency.

7. Class or Student Organization Sponsors, and Graduation which have been usually and customarily performed by the employees will continue to be performed by them at such reasonable times and places as are determined by the principal or superintendent.

13.3 SEVERANCE PAY

1. An employee who has served the District for ten (10) years will be entitled to receive severance pay at the following rates:

First Ten Years	\$25.00 per year
Next Ten Years	\$30.00 per year
After Twenty Years	\$40.00 per year

2. The above provisions relating to severance pay do not apply when
1) an employee is entitled to receive benefits from the long-term disability insurance policy carried on the employee, or 2) when an employee is entitled to receive early retirement benefits.
3. Any employee who has received severance pay and elects to accept a recall position in accordance with Article 12.5 shall reimburse the District the total amount of severance pay upon reemployment. If the Employee is recalled for a position less than the equivalent position at the time of lay off, all severance pay shall be retained by the employee.

13.4 DEATH BENEFIT

In the event of death of an employee after ten (10) years of employment, the severance payment to which the employee was entitled at the time of death will be paid to such employee's estate, provided however, if the employee makes written designation of beneficiary, such beneficiary shall receive the severance pay. Such designation can only be changed or revoked in writing.

13.5 TRAVEL EXPENSE WITHIN DISTRICT

1. Whenever an employee is required in the performance of teaching duties to travel during work time from a teaching station in one building to a teaching station in another building, within the District, and transportation is not provided by the Board, the Board shall pay the employee standard mileage rate* when transportation is furnished by the employee, with the understanding that the employee may log all authorized travel and submit a claim at the end of each trimester.

2. Employees who travel between buildings and must maintain classrooms in at least two different buildings shall be placed upon the extra duty schedule on Level M, which is 1% of the base (unless they already receive a contracted travel allowance).

13.6 TRAVEL EXPENSE OUTSIDE DISTRICT

Expenses for travel outside the District with prior approval of the employer, in which the employee provided transportation shall be paid at the standard rate*, both ways, plus lodging, meals, registration, and parking fees. No reimbursement will be allowed unless it is properly submitted to the Central Office on a 'Reimbursement Voucher' for travel and expense stating and limited as follows:

1. Date or dates on which expenses were incurred.
2. Meals and registration fees, excluding memberships or tuition.
3. Travel to and for what reason - i.e. - Mason City - Reading Meeting.
4. If lodging, must submit hotel or motel bill.
5. Miles traveled (actual) and parking fees over \$1.00 per day.
6. Signed by person requesting reimbursement. If more than one person attended the meeting and request for reimbursement is submitted on one voucher, list names of those who were included. When more than one person attend the same meeting, payment for mileage will be limited to one person for each six who attend unless otherwise authorized by the employer.
7. Recommended by supervisor in charge for approval of the Superintendent.

*Standard mileage rate is that which is allowed by the Iowa Code Chapter 79.

SCHEDULE F - PAGE 1
2006-07
SUPPLEMENTAL SCHEDULE
CHARLES CITY COMMUNITY SCHOOL

BASE 26,755	PERCENT OF BASE	STEP 1 1.00	STEP 2 1.04	STEP 3 1.08	STEP 4 1.12	STEP 5 1.16	STEP 6 1.20	STEP 7 1.24	STEP 8 1.28	STEP 9 1.32	STEP 10 1.36
A	15.0	4,013	4,174	4,334	4,495	4,655	4,816	4,976	5,137	5,297	5,458
B	14.0	3,746	3,896	4,045	4,195	4,345	4,495	4,645	4,794	4,944	5,094
C	11.0	2,943	3,061	3,178	3,296	3,414	3,532	3,649	3,767	3,885	4,003
D	10.0	2,676	2,783	2,890	2,997	3,104	3,211	3,318	3,425	3,532	3,639
E	9.0	2,408	2,504	2,601	2,697	2,793	2,890	2,986	3,082	3,178	3,275
F	8.0	2,140	2,226	2,312	2,397	2,483	2,568	2,654	2,740	2,825	2,911
G	7.0	1,873	1,948	2,023	2,098	2,173	2,247	2,322	2,397	2,472	2,547
H	6.5	1,739	1,809	1,878	1,948	2,017	2,087	2,156	2,226	2,296	2,365
I	6.0	1,605	1,670	1,734	1,798	1,862	1,926	1,991	2,055	2,119	2,183
J	5.0	1,338	1,391	1,445	1,498	1,552	1,605	1,659	1,712	1,766	1,819
K	4.0	1,070	1,113	1,156	1,199	1,241	1,284	1,327	1,370	1,413	1,455
L	3.0	803	835	867	899	931	963	995	1,027	1,059	1,092
M	1.0	268	278	289	300	310	321	332	342	353	364

EXTRA DUTY

Chaperones \$25.00 per trip

Chaperone means a Board designated supervisor who volunteers to accompany students (not including players) in a school bus to a school sponsored athletic event scheduled to be held outside the District.

One chaperone per bus. \$25.00 per trip to be included in student fees.

Supervised Study Supervision	\$10.00 /hour
High School Dance Chaperone	\$25.00 /event
Middle School Dance Chaperone	\$25.00 /event

Summer Weight Room Supervision

The district agrees to pay \$20 per hour to one supervisor per session during June, July and August (until the official start date for fall sports), up to the total amount of \$2,000, which will include FICA and IPERS. Those wishing to supervise will develop a schedule to be submitted to and approved by the High School Activities Director to include:

- * Dates and times the room will be open (each session must be 90 minutes in length, twice per day)
- * Assigned supervisor for each session

SCHEDULE F – PAGE 2
SUPPLEMENTAL SCHEDULE

LEVEL A

1. Head Football Coach
2. Head Basketball Coaches
3. Head Wrestling Coach
4. Head Volleyball

LEVEL B

1. Head Track Coaches
2. Head Baseball Coach
3. Head Softball Coach
(summer)
4. High School Band

LEVEL C

1. High School Choral

LEVEL D

1. Ass't. Varsity Coaches
 - A. Football
 - B. Wrestling
 - C. Basketball
2. Head Soph. Football
3. Head Soph. Basketball
4. HS Boys Swimming
5. Director of HS Musical
6. Ass't Varsity Volleyball

LEVEL E

1. 9th Head Football
2. 9th Head Basketball
3. 9th Head Wrestling
4. HS Girls' Swimming
5. Varsity Baseball
Ass't.
6. Varsity Summer
Softball Ass't.
7. Ass't. Sophomore
Football
8. 9th Volleyball
9. Ass't. Track
Coaches

LEVEL F

1. Head Golf Coaches
2. Head Tennis Coaches
3. Cross Country Coaches
4. 9th Ass't. Football
5. 9th Baseball
6. 7-8 Head Football
7. 7-8 Head Basketball
8. 7-8 Head Wrestling
9. HS Orchestra
10. HS Drama
11. MS Band
12. 9th Softball
13. 7-8 Head Volleyball

LEVEL G

1. 7-8 Ass't. Football
2. HS Annual
3. 7-8 Asst't. Volleyball
4. **7-8 Ass't. Basketball
5. Ass't Varsity Tennis

LEVEL H

1. 7-8 Track
2. HS Ass't. Drama
3. Ass't. HS Musical
Director
4. MS Production

LEVEL I

1. 7-8 Softball
2. HS Speech
3. HS Newspaper
4. HS Cheerleading
5. Elementary Band

LEVEL J

1. MS Choral
2. Assistant Director
MS Production

LEVEL K

1. Jr. Class Chair/Prom
2. HS Ass't. Speech

LEVEL L

1. MS Annual

LEVEL M

1. Elem. Vocal
(per bldg.)
2. Travel Between Bldgs.

**In the event a 7-8 basketball squad numbers over thirty (30), the district will make every effort to hire an assistant coach who is certified or authorized, if requested to do so by the 7-8 head coach.

ARTICLE 14 - INSURANCE

SECTION

14.1 TYPES

At the option of the employee, the Board agrees to provide each employee that has a written individual contract with the District the following insurance protection.

1. HEALTH CARE COVERAGE

Each full-time employee shall be covered by an Alliance Select health care program with premium paid by the Board, that meets the following minimum specifications:

a. Benefits

The program will cover many services including:

- Basic hospital (inpatient and outpatient), surgical and medical services
- X-ray, laboratory, pathology and related testing services for the diagnosis and treatment of an illness or injury
- Most prescription drugs and medicines

All covered services are subject to deductible (except services performed in and billed through a participating physician's office), coinsurance and contract limitations and must be medically necessary.

b. Benefit Period Deductible

\$100 deductible per member per benefit period. \$200 in deductibles per family per benefit period.

c. Coinsurance

0% Select Provider Group and 20% for covered services you receive from all non-Select or non-BlueCard PPO participating or non-participating providers.

d. Out of Pocket & Lifetime Maximum

\$500 maximum per member per benefit period. \$600 maximum per family per benefit period. Lifetime benefits maximum is \$2,000,000.

- e. All active eligible employees 65 and over shall continue their group health coverage in this form.
- f. The Board shall pay total single health care premium for those selecting this coverage. The Board further agrees to pay \$50 per month to a tax sheltered annuity of the employee's choice for the above mentioned employees.

2. LIFE

Each full-time employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of \$50,000 to age 70.

3. DISABILITY

Each full-time employee shall be covered by a disability insurance program paid by the Board that provides the following benefits;

- a. A ninety (90) calendar day waiting period or the length of sick leave to which the employee is entitled under the terms of this agreement, whichever is greater.
- b. 66 2/3% of salary with a maximum of \$2,000 per month.
- c. Eligibility to age 70. Maximum benefit period subject to Carrier's Contract provisions.
- d. Integrated with Social Security, Worker's Compensation, and IPERS.

4. WORKER'S COMPENSATION (formerly workmen's compensation)

Each employee shall be covered by Worker's Compensation benefits paid for by the Board with benefits as provided by law.

5. SCHOOL LIABILITY

All employees shall be covered by a school financial liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board paid auto liability insurance, as primary insurer.

6. FAMILY PLAN

Family coverage will continue to be offered to each employee electing in writing on the form provided by the Employer or the Insurance Company, with 75% of the total premium to be paid by the Employer.

7. DENTAL COVERAGE

Each full-time employee shall be covered by single dental insurance at a rate not to exceed \$25.00 per month.

14.2 COVERAGE

The Board provided insurance programs shall be for twelve (12) consecutive months. Employees new to the District shall be covered by Board provided insurance no later than one (1) month after initial employment.

14.3 CONTINUATION

1. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the said benefits shall continue throughout the balance of the school year.

2. Employees on paid leave shall continue to have Board contributions made according to the levels described above.

3. An employee on non-paid leave for one month or longer may choose to continue their coverage per COBRA guidelines. The cost of such during the leave shall be borne by the employee. The carrier(s) shall determine the appropriate rate(s) per COBRA guidelines. The employee will remit payment to the Board in advance of premium(s) due date.

14.4 INSURANCE COMPANIES

The Board shall have the sole and exclusive right at any time to procure insurance providing benefits herein described in Article 14 from any insurance company.

ARTICLE 15 - SICK LEAVE

SECTION

15.1 PERSONAL ILLNESS OR INJURY

1. Sick leave days may be used in either full or one-half day units for physical or mental personal illness, bodily injury, medically related disabilities, including disabilities resulting from pregnancy or childbirth, or contagious disease:

- a. which require the employee's confinement,
- b. which render the employee unable to perform assigned duties,
- c. when performance of assigned duties would jeopardize the employee's health or recovery, or
- d. which require medical appointments or examinations.

2. An employee shall have fifteen (15) days sick leave per year. The employee must have continuous service with the employer. During such continuous service, unused sick leave shall accumulate to the credit of the employee until a maximum of 135 days leave is attained. Any employee may use such sick leave for the current year (15 days) before using such accumulated leave.

3. The Board may, at its discretion and acting through the Superintendent, request a doctor's statement of the inability to perform the usual assignment. When requested and unfurnished, an amount equal to the pay for one day of service shall be deducted for each day of unexcused absence.

4. All accumulated sick leave is forfeited upon termination of the employee.

5. An employee laid off (reduction of staff) who has the right of recall does not accrue sick leave and at time of recall will be credited the same accumulated sick leave as such employee had at time of lay off.

6. Present employees shall be credited with all unused sick leave.

7. The employer shall deduct one full day of sick leave for each day for which employees on workers' compensation elect to receive any district supplement to the workers' compensation as pay.

8. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year. If an extended leave of absence is anticipated, a request for leave shall be filed with the Superintendent thirty (30) days prior to the anticipated absence.

15.2 MEDICALLY-RELATED DISABILITY

The on-the-job injury or off-the-job injury must be for medically-related disability. For such medically-related disability, the employee is granted a leave of absence with full pay.

ARTICLE 16 LEAVES OF ABSENCE
PART A.
TEMPORARY LEAVES OF ABSENCE
PART B.
EXTENDED LEAVES OF ABSENCE

SECTION

PART A. TEMPORARY LEAVES OF ABSENCE

16.1 PRIOR NOTICE

1. An employee must complete a request for approval of absence from school duties on such forms as provided by the Board for all such absences. This form must be completed at least five (5) working days prior to the date of the absence whenever reasonably possible, except as otherwise provided in this Article.
2. If an employee expects to return to the assignment, the employee must notify the Principal of such intention by not later than 4:00 P.M. on the previous day. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.
3. This Section 16.1 applies to all provisions of this Article whether Part A or Part B.

16.2 PERSONAL LEAVE

1. Two full days, or four half days, consecutive or non-consecutive or non-consecutive, will be granted with pay without cause.
2. A maximum of 2 employees from Lincoln Elementary and a maximum total of 4 employees from each of Washington Elementary, Middle School and High School may use personal leave prior to, or immediately following, a scheduled non-work holiday or vacation period.
3. An employee planning to use a personal leave day shall notify his Principal at least five (5) days in advance when reasonably possible, except in the case of emergencies.
4. This leave will be granted when a substitute is available or when an employee's assignments can be covered by the then available staff.

5. Unused personal leave may be accumulated at the rate of one day for each full day not used or 1/2 day for each 1/2 day not used. Days may be accumulated to a maximum of six and no more than 6 days may be taken in any one year. After reaching the maximum accumulation of six days, unused personal leave may be converted to sick leave at the rate of one day for each full personal day not used. Consecutive personal days may not be taken the last 4 weeks of the school year without Principal's permission.

6. An employee may elect to be paid for unused personal days, in lieu of accumulating them, at the rate of \$10 more than sub pay for each unused full day or for \$5 more than a 1/2 day of sub pay for each unused 1/2 day of personal leave. The employee must notify the employer of his/her desire for this option by the last workday of the school year.

7. After a day has been accumulated, it cannot be cashed in. Days earned in the current contract year shall be used first. Only these two days shall be eligible for payment if unused at the year's end.

16.3 JURY DUTY

In the absence of extraordinary circumstances, teachers in the school system may be excused for jury duty. In order that no teacher shall suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid.

16.4 ASSOCIATION

1. The Association shall have ten (10) days with pay to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations.

2. However, if not so used, the Association may use the remaining days accumulative to twelve (12) days maximum in any one year for any Association business.

3. The above-mentioned days may not be used for negotiations, grievance or arbitration procedures, or fact-finding or arbitration hearings under the Public Employment Relations Act.

16.5 PROFESSIONAL

1. The Superintendent may authorize leave for attendance of employees at state, regional, and national meetings or school visitations with pay.

2. All requests shall be in writing and made to the Superintendent through the Building Principal at least ten (10) days in advance of the first day of anticipated absence.

16.6 BEREAVEMENT LEAVE

1. Employees shall be granted up to ten (10) days per year, if necessary, with pay. In case of the death of an employee, student, or other closely related to the school system, the number of employees granted leave may be restricted depending on the availability of substitutes. An additional five (5) days may be granted with substitute pay deduct.

2. In cases other than stated in section 16.6, paragraph 1, such leaves shall be charged against the employee's personal leave, if such absence is for a half day or longer.

3. The provisions of paragraph 16.1 do not apply to this section 16.6.

16.7 FAMILY ILLNESS OR INJURY

1. Personnel shall be granted leave of absence at full pay for illness or injury of any relative or close personal acquaintance limited to five (5) days per year. If more than five (5) days are needed, up to three (3) employee sick days may be used in addition if necessary.

2. Superintendent may grant such leaves at full pay which are not included in the above, for critical illness or injury supported by a written statement (in advance if possible) from the attending physician certifying that the illness or injury was of a critical nature.

3. The provisions of paragraph 16.1 do not apply to this.

16.8 TEMPORARY PARENTAL LEAVE

1. For birth of a child, the father shall be granted three (3) day without loss of pay. The provisions of Paragraph 16.1 (1) do not apply to this section 16.8.

2. For the adoption of a child, the father and mother shall be granted three (3) day without loss of pay. The provisions of Paragraph 16.1 (1) do not apply to this section 16.8.

PART B.. EXTENDED LEAVES OF ABSENCE

16.9

1. Replacement on the salary schedule following an extended leave of absence shall be in accordance with the following procedure. This procedure shall pertain to all extended leaves unless designated otherwise. Sick leave accumulated prior to the granting of extended leave shall be retained by the employee. The examples below illustrate the re-entry procedure.

(a) An employee having completed less than one-half of the teacher contract period on Step Six would return on Step Six of the next contract period.

(b) An example having completed one-half or more than one-half on the teacher contract period on Step Six would be placed on Step Seven of the next contract year.

(c) An employee having completed the teacher contract period on Step Six of the schedule and granted a two year leave of absence would be placed on Step Seven of the next contract year.

2. In the event the Board has entered into a written individual contract with a substitute for the teacher on leave, the teacher on leave will not be permitted to return to service prior to the conclusion of the substitute's contract. Every reasonable effort will be made by the Board to have the termination date for the substitute's contract to be the same as the date for the ending of the teacher's authorized leave.

16.10 ASSOCIATION

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or its staff. Notice shall be given to the Superintendent not later than May 15 preceding the year of absence.

16.11 POLITICAL ACTIVITY

A leave of absence without pay may be granted by the Superintendent to any employee for two school years or four semesters, who desires to run for office or take part in political activity. Request for leave shall be no later than June 1. The request for leave shall include the specific semester the leave would commence. In the event the employee is running for elective office, after the election the employee shall inform the employer within ten (10) days if the subsequent semesters will be needed for leave. The employee may resign at any time within the two year leave period.

16.12 FAMILY ILLNESS

A leave of absence without pay for up to one school year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. The immediate family shall be defined as father, mother, sibling, spouse, child, stepchild, proposed adopted child, if living in the employee's home, parent-in-law, son-in-law, or daughter-in-law, brother-in-law or sister-in-law, or grandchild. Additional leave may be granted at the discretion of the Board.

Family Medical Leave Act

The Association and the District agree to comply with the provisions of the Family Medical Leave Act. The District and any employee applying for leave under the Family Medical Act shall reduce the specifics of said leave to writing prior to commencement (or as soon as possible in cases of emergency). Nothing in the granting of this leave shall diminish the benefits or terms of the Master Contract.

16.13 EDUCATIONAL IMPROVEMENT

1. A regular employed teacher with three or more years of continuous service with the Board may be granted a year's academic leave of absence without pay for the purpose of furthering professional growth by means approved by the Superintendent.

2. Application for academic leave shall be made in writing prior to March 15 preceding the year for which such leave is requested.

16.14 MILITARY RESERVE DUTY

A leave of absence will be granted by the Superintendent for reservists for training purposes but not for a period exceeding a total of thirty (30) days in any calendar year. Leaves for training purposes are granted without a loss of pay, but employees are expected to take such training during the times when school is not in session whenever possible. Section 16.9 does not apply to 16.14.

16.15 MILITARY SERVICE

Leaves of absence will be granted by the Superintendent for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement to the same benefits he would have received had he not taken such leave, but subject to the following conditions: That the position was not abolished; that he is physically and mentally capable of performing the duties of the position; that he makes written application for the reinstatement to the Superintendent within ninety (90) days after termination of military services; and, that he submits an honorable discharge from the military service.

16.16 PARENTAL

A leave of absence for up to one school year may be granted without pay for the purpose of caring for child, stepchild, proposed adopted child, or grandchild.

16.17 GOOD CAUSE

Other temporary or extended leave of absence without pay may be granted in writing by the Superintendent for good reason.

ARTICLE 17 - IN-SERVICE EDUCATION

SECTION

17.1 Staff Development Committee

1. Definition

Staff development is defined as the planned learning activities sponsored by and/or financially supported by the school or school district which enables employees to approach full potential in their performance.

2. Composition of the Committee

The Staff Development Committee shall consist of one (1) employee from each building appointed by the Association, two (2) administrators appointed by the Superintendent. Each committee member shall serve a three year term (except the Superintendent) on a rotational basis. A chairperson will be elected by the Committee at the first meeting.

3. Meetings

Meetings will be scheduled during the school year. The first meeting will be called by the previous chairperson on or before the third Monday of September and succeeding meetings will be called by the chairperson. Additional meetings may be called if necessary.

17.2 SCOPE OF COMMITTEE RESPONSIBILITIES

1 The committee may make recommendations to the Superintendent regarding days devoted to improvement of instruction.

2. The committee may make recommendations regarding staff development relating to the utilization of NTAEA support staff.

3. The committee may make recommendations regarding staff development needs resulting from system-wide textbook adoptions, Board mandated curriculum changes, or Board mandated changes in teaching methodology.

4. Recommendations will be in writing and presented to the Board through the office of the Superintendent for consideration and action. Reports of the committee may include minority as well as majority views.

ARTICLE 18 - DURATION AND MISCELLANEOUS PROVISIONS

SECTION

18.1 SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violated the law. The remaining article, sections and clauses shall remain in full force and effect. If any court of competent jurisdiction should invalidate any portion of this agreement, the Association and the Board will meet within a reasonable time to negotiate on the provisions so invalidated.

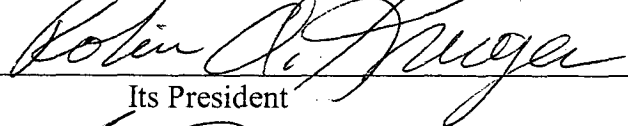
18.2 DURATION


1. This agreement shall remain in full force and effect commencing July 1, 2006, and shall remain in effect until midnight on June 30, 2007.
2. All extended leaves of absence granted under this agreement shall be in force beyond the duration of this agreement.
3. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this agreement. In the event that such notice is given, negotiations shall proceed pursuant to Chapter 20 of the Code of Iowa.

18.3 SIGNATURE CLAUSE


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 21st day of June 2006.

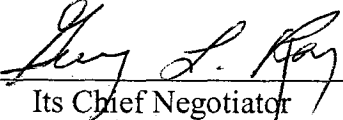
CHARLES CITY COMMUNITY EDUCATION ASSOCIATION

By: 
Its President

By: 
Its Chief Negotiator

BOARD OF EDUCATION OF THE CHARLES CITY
COMMUNITY SCHOOL DISTRICT

By: 
Its President

By: 
Its Chief Negotiator